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Attorneys for Plaintiff KARINA GOMEZ IBARRA, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and all other current and former similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KARINA GOMEZ IBARRA, on behalf of
herself and all others similarly aggrieved
employees,

Plaintiff,

v.

CONTINENTAL EXCHANGE SOLUTIONS,
INC. DBA RIA MONEY TRANSFER, a
California Corporation; and DOES 1- 50,
Inclusive,

Defendants,

Case No. **21STCV46914**

COMPLAINT

**1. Civil Penalties under the Private
Attorneys General Act (PAGA)**

1 Plaintiff, KARINA GOMEZ IBARRA, as a representative of the State of California and
2 the Labor and Workforce Development Agency (LWDA), and on behalf of herself and all other
3 current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other similarly aggrieved employees,
7 to collect civil penalties for Defendant's Labor Code violations.

8 2. Defendant and employer, CONTINENTAL EXCHANGE SOLUTIONS, INC.
9 DBA RIA MONEY TRANSFER ("Defendant"), violated numerous wage and hour laws with
10 respect to Plaintiff and other aggrieved employees by failing to provide, for example: accurate
11 and itemized wages statements, payment for all hours worked (including regular wages and
12 overtime), failure to provide a minimum wage lawful meal periods, lawful rest periods, timely
13 payment during employment, failure to reimburse for expenses incurred during the course and
14 scope of employment, and payment upon separation of employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff is, and at all times herein mentioned was, a resident of the County of Los
18 Angeles. Similarly aggrieved, former and/or current employees are those non-exempt employees
19 employed by Defendants during the relevant time period who were subject to the same wage and
20 hour policies/practices as Plaintiff, and thereby suffered similar or substantially similar
21 violations ("Aggrieved Employees").

22 **The Defendants**

23 4. Defendant CONTINENTAL EXCHANGE SOLUTIONS, INC. DBA RIA
24 MONEY TRANSFER, is a California Corporation which, at all relevant times mentioned herein,
25 existing, doing business and employing individuals in the County of Los Angeles, State of
26 California. Plaintiff is further informed and thereon alleges, that Defendants, and each of them,
27 exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.

28 5. The true names and capacities, whether individual, corporate, associate, or

otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

7. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those Defendants named DOES 1-50, acted in concert with one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and each of them, including those Defendants named as DOES 1-50, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing Plaintiff harm.

8. Whenever and wherever reference is made in this Complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

JURISDICTION AND VENUE

9. Venue is proper in Los Angeles County, because Defendant maintains its

1 locations and transacts business in this county, the obligations and liability primarily arise in this
2 county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this
3 county.

4 10. The California Superior Court has jurisdiction over this matter. The individual
5 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
6 federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional
7 amount required for diversity removal. Further, there is no federal question at issue as the issues
8 herein are based solely on California statutes and law, including, but not limited to, the California
9 Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure,
10 and California Rules of Court.

11 **GENERAL ALLEGATIONS**

12 11. Defendant employed Plaintiff as a bank teller worker from on or about June 29,
13 2020, to on or about September 2021.

14 12. At all relevant times herein, Defendant employed Plaintiff and other Aggrieved
15 Employees as non-exempt employees. Aggrieved Employees mean and refer to all persons who
16 worked for Defendant as non-exempt employees at any time during the specified relevant time
17 period and were subject to the same wage and hour practices and policies as Plaintiff.

18 13. On many occasions, Plaintiff and Aggrieved Employees would work more than
19 8 hours per day or 40 hours per week without overtime pay. Plaintiff and similarly Aggrieved
20 Employees would not receive all compensable work time or their work time was illegally
21 rounded. Similarly Aggrieved Employees would be paid overtime at an illegally calculated rate.

22 14. Defendant regularly did not have enough employees to provide sufficient
23 coverage to maintain their business operations so Plaintiff and similarly Aggrieved Employees
24 could not take complete, timely and uninterrupted meal and rest breaks.

25 15. In an effort to curtail labor costs, Defendant regularly and consistently did not
26 have enough staff employees to provide sufficient coverage to both maintain their business
27 operations and provide legally mandated meal and rest periods, despite reasonably foreseeable
28 work load, so Plaintiff and similarly Aggrieved Employees could not take complete, timely and

uninterrupted meal and rest breaks because Defendant prioritized completion of daily duties ahead of meal and rest period compliance.

16. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

17. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

18. Defendant's conduct during the PAGA period with respect to Plaintiff and the Aggrieved Employees violates numerous Labor Code sections as detailed herein.

19. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

20. At all relevant times herein, Defendant employed Plaintiff and other Aggrieved Employees as non-exempt employees holding various positions and who experienced the violations set forth in this Complaint.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for all hours worked, including the applicable minimum, regular, and overtime wages, and that they were not receiving all wages earned for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved Employees for all hours worked. Accordingly, Defendant failed to pay Plaintiff and Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

1 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
3 required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
4 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal
5 period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
6 and policy of not providing timely meal periods. Defendants failed to pay an additional hour of
7 pay to Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendant's
8 unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive all meal periods
9 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular
10 rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

11 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all
13 required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
14 Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest
15 period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
16 and policy of not providing timely rest periods. Defendant failed to pay an additional hour of
17 pay to Plaintiff and Aggrieved Employees for each rest period not provided or was interrupted.
18 As a result of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did
19 not receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's
20 and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted
21 10 minute off-duty rest period.

22 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
24 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
25 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
26 time periods, upon separation of employment.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
28

1 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
2 wage statements that accurately showed their actual hours worked, total hours worked, number
3 of hours worked at each hourly rate, gross and net wages earned, and correct employer
4 information in accordance with California law. In violation of the Labor Code, Plaintiff and
5 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
6 reported their gross and net wages earned, total hours worked, each applicable rate of pay in
7 effect during the pay period with the corresponding number of hours worked, and the address of
8 the legal entity that is the employer, among other things.

9 26. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
10 should have known that Defendant was required to maintain accurate records of the hours
11 worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed
12 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
13 unfair rounding practices, among other things.

14
15 **FIRST CAUSE OF ACTION**

16 **(Civil Penalties Under the Private Attorneys General Act,**
17 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

18 27. By this complaint, Plaintiff brings this case as a representative action seeking
19 penalties for herself, the Aggrieved Employees, and the State of California in a representative
20 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
21 employee who was employed by Defendant and subject to at least one of the Labor Code
22 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
23 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
24 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

25 28. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
26 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
27 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
28 not to investigate, or after 65 days have passed without notice from the LWDA.

29. Prior to filing this complaint, on October 8, 2021, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-847935-21. A true and correct copy of Plaintiff's notice to the LWDA and Defendant(s), dated October 8, 2021 is attached hereto as **Exhibit A**.

30. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's October 8, 2021 notice, and more than 65 calendar days have elapsed since the postmark date on the notice.

31. California Labor Code §§2698-2699.5, in relevant part provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

32. As an aggrieved employee, Plaintiff brings this civil action to recover civil penalties for Defendant's Labor Code violations.

FIRST VIOLATION

(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)

33. Under California Labor Code §512(a), “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

34. Defendant violated Labor Code § 512 by failing to provide Plaintiff, and other qualifying employees who worked shifts of greater than five hours, meal periods within the first

1 five hours of the shifts worked. Defendant failed to pay Plaintiff one hour's pay at Plaintiff's
2 regular rate of pay for each day Defendant failed to provide a meal period in compliance with
3 section 512.

4 **SECOND VIOLATION**

5 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

6 35. Under California Labor Code §226.7(b), "An employer shall not require an
7 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
8 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

9 36. Industrial Welfare Commission (IWC) provides, "Every employer shall authorize
10 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
11 of each work period. The authorized rest period time shall be based on the total hours worked
12 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

13 37. Defendant failed to authorize and permit Plaintiff and other employee to take rest
14 periods and mandated by the Wage Order.

15 38. Under §226.7(c), an employer who violates §226.7(b), "...shall pay the employee
16 one additional hour of pay at the employee's regular rate of compensation for each workday that
17 the meal or rest or recovery period is not provided."

18 39. Defendant failed to pay Plaintiff and other employees who were not provided rest
19 periods one hour of pay at their regular rate of pay.

20 **THIRD VIOLATION**

21 **(Failure to Provide Complete and Accurate Wage Statements,**
22 **in Violation of Labor Code Section 226)**

23 40. Under California Labor Code §226(a), an employer is legally obligated to provide
24 its employees, semi-monthly or at the time of payment of wages, "an accurate itemized statement
25 in writing..."

26 41. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
27 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
28

1 Labor Code § 2699.

2 **FOURTH VIOLATION**

3 **(Failure to Pay Overtime Wages)**

4 42. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
5 employer is required to compensate employees for all overtime, which is calculated at one and
6 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
7 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
8 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
9 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
10 any workweek.

11 43. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
12 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
13 Labor Code § 2699.

14 **FIFTH VIOLATION**

15 **(Failure to Pay Minimum Wages)**

16 44. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,
17 payment to an employee of less than the applicable minimum wage for all hours worked in a
18 payroll period is unlawful.

19 45. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
20 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
21 Labor Code § 2699.

22 **SIXTH VIOLATION**

23 **(Failure to Timely Pay Wages During Employment)**

24 46. Pursuant to California Labor Code § 204, for all labor performed between the 1st
25 and 15th days of any calendar month, an employer is required to pay its employees between the
26 16th and 26th day of the month during which the labor was performed. California Labor Code §
27 204 also provides that for all labor performed between the 16th and 26th days of any calendar
28

1 month, Defendants are required to pay their employees between the 1st and 15th day of the
2 following calendar month. In addition, California Labor Code § 204 provides that all wages
3 earned for labor in excess of the normal work period shall be paid no later than the payday of the
4 next regular payroll period.

5 47. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
6 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
7 Labor Code § 2699.

8 **SEVENTH VIOLATION**

9 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

10 48. Pursuant to California Labor Code § 201, 202, and 203, Defendant is required to
11 pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
12 201 mandates that if an employer discharges an employee, the employee's wages accrued and
13 unpaid at the time of discharge are due and payable immediately.

14 49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
15 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
16 Labor Code § 2699.

17 **EIGHTH VIOLATION**

18 **(Failure to Reimburse Business Expenses)**

19 (Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 68.

20 50. Labor Code section 2802 provides that an employer shall indemnify his or her
21 employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
23 the employer.

24 51. Defendant failed to indemnify Plaintiff and Aggrieved Employees for all
25 necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct
26 consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff
27
28

1 and Aggrieved Employees for expenditures they incurred on their behalf, including, but not
2 limited to use of their personal mobile phones to conduct company business. In violation of the
3 Labor Code, Defendant failed to reimburse Plaintiff and Aggrieved Employees for these
4 business-related expenditures.

5 52. Furthermore, Plaintiff and Aggrieved Employees were required to use their
6 personal cellphones in the course and scope of their employment to carry out their employment
7 duties, including without limitation contacting clients and communicating with their supervisors
8 for instructions or to provide status reports. Plaintiff and Aggrieved Employees were not
9 provided reimbursement for the reasonable usage of their personal cellphone by Defendant.

10 53. By virtue of Defendant's unlawful actions, Plaintiff and the Aggrieved
11 Employees have suffered, and will continue to suffer, damages in amounts which are presently
12 unknown, but will be ascertained according to proof at trial.

13 54. Plaintiff seeks recovery of civil penalties individually, on behalf of the Aggrieved
14 Employees and the State of California for violations of Labor Code section 2802 during the
15 PAGA period, in a sum as provided by the Labor Code and/or other statutes.

16 55. Plaintiff, individually and on behalf of the aggrieved employees and the State of
17 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
18 (g) and Code of Civil Procedure section 1021.
19

20
21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for the following relief:

- 23 1. For penalties in an amount according to proof;
24 2. For reasonable attorney's fees and costs pursuant to the PAGA; and
25 3. For such other and further relief as this Court may deem just and proper.

26 ///

27 ///

1 Dated: December 23, 2021

Respectfully Submitted,
WORK LAWYERS, PC

3 

4 Justin Lo, Esq.
5 Attorney for Plaintiff

EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE October 8, 2021

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California Labor &
Workforce Development Agency
PAGAfilings@dir.ca.gov

Continental Exchange Solutions, Inc. DBA Ria Money Transfer
Human Resources/Legal Dept.
7001 Village Drive, Suite 200
Buena Park, CA 90621

Shawn David Fielder
Agent for Service of Process for
Continental Exchange Solutions, Inc.
7001 Village Drive, Suite 200
Buena Park CA 90621

SUBJECT *Karina Gomez Ibarra v. Continental Exchange Solutions DBA Ria Money Transfer, Inc., et al.* — NOTICE OF LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3

Dear PAGA Administrator:

This office represents Karina Gomez Ibarra (“Complainant” or “Employee”) in connection with her claims under the California Labor Code. Complainant is a former employee of Continental Exchange Solutions, Inc., a Kansas Corporation. Pursuant to Labor Code section 2699.3, subdivision (a), we are providing written notice that Employers are in violation of various provisions of the California Labor Code.

Complainant intends to file a complaint against Employers in California Superior Court pursuant to Labor Code section 2699 on behalf of herself and all aggrieved employees within the one year prior to the filing of the complaint (“Aggrieved Employees”). Aggrieved Employees are

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all non-exempt workers employed by Employers during the relevant PAGA period, holding various positions and who experienced the violations set forth in this notice.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Employers are on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If Employers intend to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3, subdivision (a), the Employers shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, Complainant will commence a civil action pursuant to Section 2699.

The Employers

Employers and its agents own, operate, or otherwise manage a business known as Continental Exchange Solutions, Inc., all of which are registered and authorized to conduct business in the State of California. Employers may be contacted directly through its agent for service of process at the above-listed addresses.

Complainant is informed and believes and thereon alleges that Employers employ, at a minimum, twenty-five (25) or more Aggrieved Employees who are non-exempt employees at its California locations at any given time. Specifically, it is believed that at any given time, Employers have approximately 25 or more persons employed as non-exempt employees within California with additional employees in other positions within California.

The Named Entities Are Joint Employers of Complainant and Aggrieved Employees

California courts have recognized that the definition of “employer” for the purpose of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35,65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers or permits any person to work or exercises control over the wages, hours, working conditions or any person, may be liable for violations of the California Labor Code as to that person.

Complainant is informed and believes and thereon alleges that Continental Exchange Solutions, Inc. must be classified as joint employers of Complainant for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered, and permitted Complainant to perform services from which they benefitted, and furthermore the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of Complainant at all relevant times, so as to be considered the joint employers of Complainant. By reason of their status as joint employers of Complainant, they are each liable for civil penalties for violation of the California Labor Code as to the Complainant and other aggrieved employees.

Factual Background

Employers employed Complainant as a bank teller. Complainant and Aggrieved Employees are non-exempt hourly employees in California. Complainant’s duties included the typical duties of a bank teller such as providing customer service and completing customer transactions.

The position required Complainant and Aggrieved Employees to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Not all of Complainant and Aggrieved Employees’ compensable work time spent under the control of Employers was accounted for and compensated. Complainant and Aggrieved Employees were not compensated properly according to the amount of time worked. Complainant and Aggrieved Employees were not paid overtime. If any overtime was paid, it was paid at an illegally calculated rate. Complainant and Aggrieved Employees were also subject to an unlawful rounding policy for their compensable work time. Employers failed to timely pay all wages earned by Complainant and Aggrieved

Employees. Oftentimes, payment of wages would be late. Employers still owe wages to Complainant and Aggrieved Employees despite wages earned.

Employers failed to authorize and permit all required meal and rest periods for Complainant and Aggrieved Employees because, upon information and belief, Employers maintained unlawful meal and rest period policies and practices. In order to curtail labor costs, Employers regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Complainant and Aggrieved Employees could not both complete their assigned daily duties and take complete, timely, and uninterrupted meal and rest breaks. Employers prioritized completion of daily duties ahead of meal and rest period compliance. Furthermore, Employers nevertheless automatically deducted a half hour from the daily time worked by Complainant and Aggrieved Employees for ostensible meal periods despite the fact that such breaks were not actually taken. Moreover, Employers maintained a policy prohibiting Complainant and Aggrieved Employees from leaving the worksite during meal periods such that any meal periods actually received by Complainant and Aggrieved Employees were not “duty-free” as required by statute. In addition, due to the work load, Complainant and Aggrieved Employees were unable to take uninterrupted meal and rest periods. Employers failed to provide Complainant and Aggrieved Employees with an additional hour of premium pay at the regular rate of pay for each meal and rest period violation, as required by Labor Code section 226.7.

As a result of the violations described above, Complainant and Aggrieved Employees experienced collateral or derivative violations. Specifically, Employers failed to provide Complainant and Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226, and failed to compensate Complainant and Aggrieved Employees for all wages owed at the time employment with Employers had ended.

Legal Violations

At all relevant times, Complainant and Aggrieved Employees were non-exempt employees working for Employers. At all relevant times, Complainant was an aggrieved employee as defined in Labor Code section 2699, subdivision (c). (Lab. Code, § 2699, subd. (c) [“any person who was employed by the alleged violator and against whom one or more of the violations was committed”].)

Complainants and Aggrieved Employees’ employment resulted in numerous violations of the California Labor Code, including the following:

- ☐ Employers failed to keep accurate and complete time records for Complainant and Aggrieved Employees. (Lab. Code, §§ 1174, 1198, 1199; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3) [“Every employer shall keep accurate information with respect to each employee including the following: . . . Time records showing when the employee begins and ends each work period.”].)
- ☐ Employers failed to pay Complainant and Aggrieved Employees for all hours worked. (Lab. Code, § 1197; *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 [an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage].)
- ☐ Employers failed to pay Complainant and Aggrieved Employees at least minimum wage for all hours worked or overtime rates for overtime work. (Lab. Code, §§ 1194, 1197, 1197.1.)
- ☐ Employers failed to pay Complainant and Aggrieved Employees overtime equal to one and one-half times their regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ☐ Employers failed to pay Complainant and Aggrieved Employees overtime equal to double their regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. (Lab. Code §§ 510, 1198–1199; Cal. Code Regs., tit. 8, § 11040, subd. 3.)
- ☐ Employers failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other Aggrieved Employees with proper

meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)

- ☐ Employers failed to properly compensate Complainant and Aggrieved Employees with an additional hour of premium pay for missed or improper meal periods. (Lab. Code, §§ 226.7, 512, subd. (a); Cal. Code Regs., tit. 8, § 11040, subd. 11.)
- ☐ Employers failed to maintain a company rest break policy compliant with California law and failed to provide Complainant and other Aggrieved Employees with proper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employer failed to properly compensate Complainant and Aggrieved Employees with an additional hour of premium pay for missed or improper rest breaks. (Lab. Code, § 226.7; Cal. Code Regs., tit. 8, § 11040, subd. 12.)
- ☐ Employers failed to properly record Complainant and Aggrieved Employees' meal periods as required by Labor Code section 1198 and applicable IWC Wage Orders (Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11040, subd. 7(A)(3)) ["Meal periods, split shift intervals and total daily hours worked shall also be recorded."].)
- ☐ Employers failed to pay Complainant and Aggrieved Employees all wages earned by Complainant and Aggrieved Employees on at least semimonthly paydays. (Labor Code, §§ 204, subd. (a), 207.)
- ☐ Employers took improper deductions from the pay of Complainant and Aggrieved Employees. (Lab. Code, § 221–224, 2802.)
- ☐ Employers refused to make and/or falsely denied the amount of payments due to Complainant and Aggrieved Employees. (Lab. Code, § 216; see also Lab. Code, §§ 1174, 1197, 1197.1, 1198, 1199, 2699.)

- Employers intentionally and willfully failed to provide proper and accurate wage statements to employees Complainant and Aggrieved Employees. (Lab. Code, § § 226, subd. (a), 226.3, 226.6.) The deficiencies include, among other things, the failure to correctly identify the total hours worked, the gross wages, and correct hourly rate earned by Complainant and Aggrieved Employees.
- Employers failed to provide proper notices regarding employee pay to Complainant and Aggrieved Employees. (Lab. Code, § 2810.5.)
- Employers failed to pay employees all earned and unpaid wages when they separated/separate from employment. (Lab. Code, §§ 201, 202, 203, 210.)

Employers have violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. Complainant and other Aggrieved Employees seek to recover those amounts.

Conclusion

Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency ("LWDA") setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code sections 2699 and 2699.3, subdivision (a), prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

If the Labor Commissioner or LWDA elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of herself

and all other California-based non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

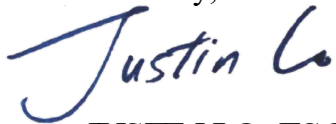
Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within **sixty (60) days** of this notice to our office and to that of other charged parties.

If you have any questions, please contact me at the phone number or address below:

Justin Lo, Esq.
Work Lawyers PC
22939 Hawthorne Boulevard, Suite 202
Torrance, California 90505
Tel: (424) 355-8535
Email: justin@caworklawyer.com

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "Justin Lo". The signature is fluid and cursive, with the first name "Justin" being larger and more prominent than the last name "Lo".

JUSTIN LO, ESQ.